

Agendum
Oakland University
Board of Trustees Formal Session
August 3, 2020

**LETTER OF AGREEMENT FOR A ONE-YEAR EXTENSION OF THE
2015-2020 COLLECTIVE BARGAINING AGREEMENT BETWEEN
OAKLAND UNIVERSITY AND THE OAKLAND UNIVERSITY CHAPTER OF
THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (AAUP)**

A Recommendation

1. **Division and Department:** Academic Affairs, Office of the Executive Vice President for Academic Affairs and Provost.
2. **Introduction:** Oakland University and the Oakland University Chapter of the American Association of University Professors (AAUP) executed a Letter of Agreement (LOA) to extend their current collective bargaining agreement (Agreement) by one year on June 4, 2020. (Attached as Exhibit A). The Agreement is set to expire on August 14, 2020, but in light of the many challenges and unknown impact of the COVID-19 pandemic, the parties determined that an extension would be of great benefit for both faculty members and the University. Moreover, the LOA extending the contract allows the parties to concentrate on planning and bring stability as the University moves forward into the coming academic year. The Union membership ratified the LOA on June 22, 2020 by a vote of 468 in favor and 16 opposed.

Collective bargaining contracts with represented employee groups must be approved by the President and the Board of Trustees (Board) pursuant to the Board's Contracting and Employment Authority Policy (Policy).

3. **Previous Board Action:** The Board adopted the Policy on December 4, 1997 and amended the Policy on January 9, 2008. The Board of Trustees (Board) has approved all previous collective bargaining agreements.
4. **Budget Implications:** There are limited budgetary implications. Per the LOA, there are no salary or benefit increases or decreases for represented faculty, with the sole exception that all faculty promotional increases approved this academic year (2019-2020) will be awarded.
5. **Educational Implications:** None.

Letter of Agreement For a One-Year Extension of the 2015-2020 Collective Bargaining Agreement Between Oakland University and the Oakland University Chapter of the American Association of University Professors (AAUP)
Oakland University
Board of Trustees Formal Session
August 3, 2020
Page 2

6. **Personnel Implications:** None.

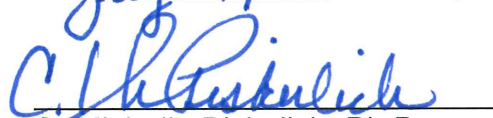
7. **University Reviews/Approvals:** This recommendation was formulated by Academic Human Resources and reviewed by the Executive Vice President for Academic Affairs and Provost, and the President.

8. **Recommendation:**

RESOLVED, that the Board of Trustees approve the Letter of Agreement for a one-year extension of the 2015-2020 Collective Bargaining Agreement between Oakland University and the Oakland University Chapter of the American Association of University Professors (AAUP).

9. **Attachments:** Exhibit A.

Submitted to the President
on July 29, 2020 by



C. Michelle Piskulich, Ph.D.
Interim Executive Vice President for
Academic Affairs and Provost

Recommended on _____, 2020
to the Board for Approval by



Ora Hirsch Pescovitz, M.D.
President

**LETTER OF AGREEMENT FOR A ONE-YEAR EXTENSION OF THE
2015-2020 COLLECTIVE BARGAINING AGREEMENT**

This Letter of Agreement is entered into between the Board of Trustees of Oakland University ("Oakland") and the Oakland University Chapter of the American Association of University Professors ("AAUP"), (Oakland and AAUP referred collectively as "Parties") for a one-year extension of the Parties 2015-2020 Collective Bargaining Agreement ("Faculty Agreement").

WHEREAS, the United States is dealing with the effects of an unprecedented National Emergency related to the Pandemic of the COVID-19 novel coronavirus ("Pandemic"); and

WHEREAS, the Parties, under normal circumstances, would begin preparations for bargaining a successor agreement in the winter and spring of the year of expiration of the Faculty Agreement, and the Parties, under normal circumstances, would begin negotiations in the late spring 2020 towards a successor to the current Faculty Agreement; and

WHEREAS, due to the possible spread of COVID-19 and strain on the State of Michigan's healthcare system, Governor Whitmer has issued Executive Orders requiring all workers who are not critical infrastructure workers and students to stay home, and federal, state, and local guidance bans or recommends against groupings of people; and

WHEREAS, it is uncertain how long these restrictions on in person groupings will continue but that the risk of in-person groupings of people is likely to remain for the foreseeable future, and therefore in-person bargaining sessions pose a risk to the health and safety of the persons involved, the citizens of Michigan, and potentially to the State's healthcare system; and

WHEREAS, conducting bargaining sessions via remote application seems less than optimal; and

WHEREAS, the AAUP and Oakland have entered into Letters of Agreement with respect to areas of the Faculty Agreement they have adjusted to accommodate the mutual desire to continue student instruction and other academic operations and preserve faculty interests during the Pandemic; and

WHEREAS, the Faculty, administrators, and researchers should be focused on addressing the immediate emergency caused by the Pandemic; and

WHEREAS, the Pandemic has created many areas of both foreseeable and unforeseeable uncertainty that would render collective bargaining during the Pandemic particularly difficult; and

WHEREAS, the Parties recognize the critical role that Oakland and its faculty play in addressing this Pandemic, and they also recognize the extraordinary efforts of the faculty, administration and staff to maintain serving the mission of the University during the Pandemic; and

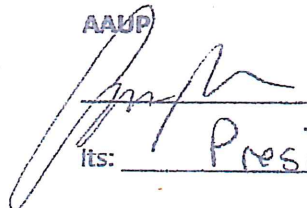
WHEREAS, it is in the Parties', the faculty's, the students' and State's best interest to maintain a harmonious labor-management relationship during the pendency of the Pandemic;

NOW THEREFORE, the Parties agree to the following:

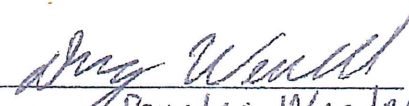
1. Except as provided in this Letter of Agreement, the 2015-2020 Faculty Agreement is hereby extended from August 15, 2020 to 11: 59 p.m. on August 14, 2021.

2. For the period of the one-year extension as set forth above, there shall be no changes in Faculty rates of pay or benefits as in effect as of August 14, 2020, with the sole exception that all Faculty promotions approved in the 2019-2020 academic year to become effective on August 15, 2020, shall become effective on August 15, 2020 at the rate of pay applicable to the applicable ranks of promotion.
3. Paragraph 41(a)(7) will be amended to reflect "School of Music, Theatre and Dance" instead of "Department of Music, Theatre and Dance."
4. Paragraph 30 will be amended to allow up to three four-credit courses or equivalent reduced primary work assignments for the period of the one-year extension.
5. Paragraph 74 will be amended to reflect 2020-2021 minimum pay of \$45,000.
6. Paragraph 150 shall be amended to maintain 2019-2020 levels of travel funds for 2020-2021 (\$565,000).
7. Paragraph 169 shall be amended to reflect the amount of research fellowships for 2020-2021 is \$340,000.
8. The April 2020 Letter of Agreement regarding accommodations due to the current pandemic to the tenure and promotion review process in Article VII of the Faculty Agreement is hereby amended to extend until the Faculty Agreement, as extended by this Letter of Agreement, expires. A copy of that amended Letter of Agreement is attached hereto as "June 2020 Amended LOA Regarding 'Tenure and Promotion Clocks'".
9. The April 2020 Letter of Agreement regarding voluntary online teaching by faculty is hereby amended to extend until the Faculty Agreement, as extended by this Letter of Agreement, expires. A copy of that amended Letter of Agreement is attached hereto as "June 2020 Amended LOA Regarding Online Instruction".
10. All other provisions of the contract remain unchanged during the term of this one-year extension.
11. The Parties understand that this Agreement is subject to ratification of the Board of Trustees of Oakland University and the membership of AAUP.

It is hereby agreed:

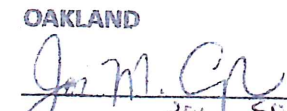
AAUP


Its: Amy Pollard
President

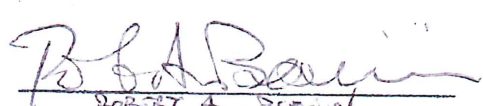


Its: Douglas Wendell
Chief Negotiator

Date: 6/2/20

OAKLAND


Its: AVP Academic Human Resources



Its: Chief Negotiator

Date: 6/4/20

**June 2020 Amended LOA Regarding
“Tenure and Promotion Clocks”**

**AMENDED LETTER OF AGREEMENT BETWEEN OAKLAND UNIVERSITY AND THE OAKLAND
UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

The Oakland University Chapter, American Association of University Professors (Association) and Oakland University (Oakland), also hereinafter the "Parties", hereby memorialize their agreement relative to bargaining unit faculty member mandatory reviews in consideration of the current COVID-19 pandemic (LOA).

Recitals

WHEREAS, the Parties negotiated and entered into a 2015-2020 Agreement setting forth the terms of employment for bargaining unit faculty members (Faculty Agreement); and

WHEREAS, the Faculty Agreement is in effect through midnight (prevailing Rochester time) August 14, 2020; and

WHEREAS, the Parties negotiated and entered into a one-year contract extension, which is in effect through 11:59 p.m. on August 14, 2021.

WHEREAS Article VII of the Faculty Agreement states the procedures for employment, re-employment and tenure for bargaining unit faculty members (Faculty Member); and

WHEREAS Article VII, Paragraph 38.f. of the Faculty Agreement provides in relevant part that circumstances may make it desirable to postpone or advance the review schedule for a Faculty Member, and that under such circumstances, the Faculty Member may submit a written request to the dean to postpone or advance the review scheduled by one year, and

WHEREAS, beginning in early March 2020 the Governor of the State of Michigan issued Executive Orders declaring a state of emergency and establishing stay-at-home orders across the state of Michigan because of the COVID-19 Pandemic; and

WHEREAS, on or about March 11, 2020, Oakland began to convert instruction from in class delivery to remote learning; and

WHEREAS, the Association has requested consideration and relief from some of the strict time and review requirements contained in the Faculty Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Applicability.

This amended LOA applies only to Paragraphs 9, 38.f., 42, 80, Appendix A, and Appendix D of the Faculty Agreement. All other provisions of the Faculty Agreement remain in effect as written and are unaltered by this LOA.

2. Term.

This amended LOA shall supersede the executed April 20, 2020-LOA on the subject matter of this amended LOA and end coterminous with the extended Faculty Agreement at 11:59 p.m. on August 14, 2021.

3. Special Lecturers - Paragraph 9.

The Faculty Agreement does not include a review process to renew the employment of Special Lecturers. However, Oakland will instruct academic units to hold Special Lecturers harmless, if a Special Lecturer can demonstrate a nexus between the COVID-19 Pandemic and an adverse effect on their teaching in some way, when making employment renewal decisions.

4. Provisions for Change in Review Schedule – Paragraph 38.f.

All written requests submitted by Faculty Members to the dean to postpone their review schedule by one year will be granted. Such written requests must be submitted by a Faculty Member no later than August 14, 2021. The Faculty Member's decision to delay their review will have no bearing on reappointment, promotion or tenure decisions.

5. Review of Special Instructors and the Granting of Job Security - Paragraph 42.

Special Instructors may submit a written request to the dean to postpone their review schedule by one year, and all such requests will be granted. Such written requests must be submitted by a Special Instructor no later than August 14, 2021. The Special Instructor's decision to delay their review will have no bearing on reappointment or granting of job security decisions.

If a Special Instructor believes that his or her Teaching or University Librarianship, Intellectual Contributions (Scholarship, Research and Creative Endeavors), or Service (University Standards), was adversely affected by the COVID-19 Pandemic in some way, then the Special Instructor should demonstrate the nexus between the COVID-19 Pandemic and the failure to meet University Standards in his or her dossier for current and subsequent review for Oakland's consideration. Oakland will hold those Special Instructors who demonstrate a COVID-19 Pandemic nexus harmless when making employment renewal decisions.

6. Merit Salary Increases - Paragraph 80.

If a Faculty Member believes that he/she failed to meet University Standards because of the COVID-19 Pandemic in some way, then the Faculty Member should demonstrate the nexus between the COVID-19 Pandemic and his or her failure to meet University Standards in the Faculty Member's Annual Activity Report for Oakland's consideration. Oakland will hold Faculty Members who demonstrate a COVID-19 Pandemic nexus harmless when making merit decisions and merit allocations.

7. Appendix A - Research and Full-Time Adjunct Faculty.

Research, Research Associate, Research Assistant, Adjunct, Adjunct Associate and Adjunct Assistant Professors, and Adjunct Instructors (Research and Adjunct Faculty Members) may submit a written request to the dean to postpone their reappointment review schedule by one year, and all such requests will be granted. Such written requests must be submitted by a Research and Adjunct Faculty member no later than August 14, 2021. A Research and Adjunct Faculty Member's decision to delay their reappointment review will have no bearing on reappointment decisions.

If a Research and Adjunct Faculty Member believes that his or her research or instruction was adversely affected by the COVID-19 Pandemic in some way, then that Faculty Member should demonstrate the nexus between the COVID-19 Pandemic and the adverse effect on the Faculty Member's research or instruction in his or her dossiers for current and subsequent review for Oakland's consideration. Oakland will hold those Research and Adjunct Faculty Members who demonstrate a COVID-19 Pandemic nexus harmless when making employment renewal decisions.

8. Appendix D University Standards for Re-employment, Promotion and Tenure.

Oakland has suspended the end-of-semester Student Course Feedback Surveys for Winter Semester 2020.

If a Faculty Member believes that he/she failed to meet University Standards because of the COVID-19 Pandemic in some way, then the Faculty Member should demonstrate the nexus between the COVID-19 Pandemic and the Faculty Member's failure to meet University Standards in his or her dossier for current and subsequent review for Oakland's consideration. Oakland will hold Faculty Members who demonstrate a COVID-19 Pandemic nexus harmless when making re-employment, promotion and tenure decisions.

9. Entire Agreement.

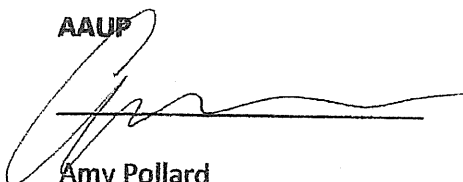
This amended LOA supersedes any and all prior discussions, arrangements, understandings, agreements and decisions relative to the matters specifically addressed herein.

10. No Precedential Effect.

This amended LOA is intended to address temporary circumstances relative to the current COVID-19 Pandemic only, and does not establish any precedent, binding or otherwise, for addressing any other current or future particular circumstances or for any other purposes whatsoever.

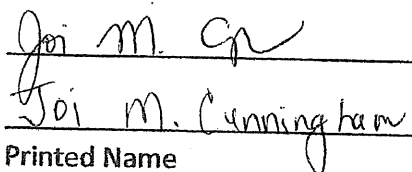
It is hereby Agreed:

AAUP



Amy Pollard
OU-AAUP President

OAKLAND



Printed Name

Its: AVP-Academic Human Resources

Date: 6/2/2020

Date: 6/4/20

**June 2020 Amended LOA
Regarding Online Instruction**

AMENDED LETTER OF AGREEMENT FOR CONTRACT EXCEPTION REGARDING VOLUNTARY ONLINE TEACHING BY FACULTY

This Letter of Agreement was initially entered into between Oakland University (Oakland) and the Oakland University Chapter of the AAUP (AAUP) (Oakland and AAUP collectively referred to as "Parties") for a contract exception to begin May 5, 2020 and end August 14, 2020 that requires instruction to take place only through remote, online means.

WHEREFORE, under normal circumstances outlined in Paragraph 92 of the 2015-2020 Faculty Agreement, faculty "may voluntarily engage in the development and delivery of courses for credit to be delivered online;" and

WHEREFORE, in early March, 2020, due to the imminent dangers posed by COVID-19 and Governor Whitmer's Executive Orders related to stemming the spread of the disease, Oakland moved to fully online instruction for the remainder of the Winter 2020 term (through April 25, 2020); and

WHEREFORE, on March 12, 2020 the AAUP acknowledged this move to fully online instruction as crisis-driven, unavoidable, temporary and non-precedent setting., and the AAUP indicated that it did not object to this action from March 11, 2020 to April 25, 2020, despite the contractual issues that the action raised; and

WHEREFORE, as of April 18, 2020, the COVID-19 crisis had yet to resolve to an acceptably safe degree that would enable a return to in-person instruction, and therefore, the Parties agreed to a Letter of Agreement providing for a contract exception allowing fully remote, online instruction through the Summer 2020 sessions, beginning May 5, 2020 and concluding August 14, 2020, coinciding with the end of the 2015-2020 Faculty Agreement as in effect at that time, but not the end of the Summer 2020 sessions; and

WHEREFORE, the Parties have since reached an Agreement extending the Faculty Agreement by one-year, which pursuant to its terms, the Parties also agreed to extend the aforementioned Letter of Agreement to waive the contractual provision for only voluntary instruction of online courses to August 14, 2021;

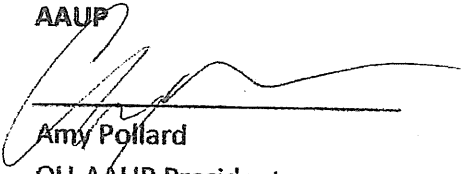
NOW, THEREFORE, the Parties hereby agree to the followings:

1. The contractual provision for only voluntary instruction of online courses in Paragraph 92 of the extended Faculty Agreement is waived from May 5, 2020 through August 14, 2021.

2. Any further extension of the contract exception must be approved, in writing, by both Parties.
3. The Parties agree to meet regularly to share information and collaborate on faculty needs and concerns as related to online teaching throughout the period of this contract exception.
4. This action sets no precedent for future involuntary remote, online instruction by Oakland University faculty.
5. This amended LOA supersedes the "Letter of Agreement for Contract Exception Regarding Voluntary Online Teaching by Faculty" as executed by the Parties on April 21, 2020.

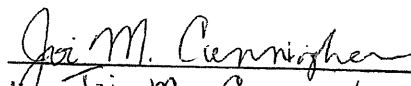
It is hereby agreed:

AAUP


Amy Pollard

OU-AAUP President

OAKLAND



Its: Joi M. Cunningham

Its: AVP - Academic Human Resources

Date: 6/2/2020

Date: 6/4/20